

EXHIBIT D

DOMINICK R. DALE, ESQ.

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December 12, 2023

Jon Synder
Shoreline Appraisal Service
64 South Timber Drive
Valparaiso, IN 46385

**RE: RDM CAPITAL FUNDING LLC DBA FINTAP v. SHORELINE
APPRAISAL SERVICES INC et al
Index no.: 533557/2023**

Dear Jon Synder,

This letter confirms the retention of Law Offices of Dominick Dale, Esq., to represent you with respect to the above-captioned matter. This letter sets forth the agreement concerning our representation of you. The Agreement shall become effective upon your signing a copy of this letter and returning one copy to me. A Statement of your Client's Rights and Responsibilities is attached hereto and by signing a copy of the attached agreement, you acknowledge that you have received and reviewed the statement.

You have agreed to retain our firm on a mixed fee basis with the payment of expenses as they are incurred. You understand that my office will be primarily responsible for the conduct of your case, at times it may become necessary or advantageous to your representation that another attorney in this firm handle matters related to your representation. The use of non-attorney personnel greatly adds to our efficiency and helps us control the cost of your litigation.

Every effort will be made to handle your case promptly and efficiently according to the highest level and ethical standards. There have been no representations or guarantees made by this firm regarding the outcome of the matter, as to obtaining a judgment or order for relief sought by you, or as to the nature or amount of any awards or counsel fees, court costs, the terms of any settlement agreement or any other aspect of this matter.

Yours Truly

Dominick Dale, Esq

Dominick Dale

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ATTORNEY-CLIENT RETAINER AGREEMENT

This ATTORNEY-CLIENT ("Agreement") is entered into by and between Jon Synder Shoreline Appraisal Service (Client), and Law Office of Dominick Dale, Esq., (Attorneys at Law). It is noted that payment shall be the responsibility of a 3rd Party legal insurance fund and the client shall not be responsible for the payment of counsel fees. Should the third-party insurance fund for any reason stop paying counsel fees, attorney reserves the right to execute a new retainer with the client for the client to pay attorneys fees at a future date.

1. SCOPE AND DUTIES: Client retains Attorney to provide legal services in connection with the civil litigation defense. This representation shall include: (1) All motion practice; (2) Preparation of all paperwork, arguments and evidence; (3) Court Appearances, (4) Advice to client. This agreement does NOT include (1) representation in any other proceedings not enumerated herein.

2. LEGAL FEES: The total Attorney's fee for this representation shall be paid by client's third-party insurance fund/consolidation company – no payments shall be due from client. Should payments stop being made to attorney – the attorney reserves the right to execute a new retainer agreement with the client in order to receive direct payments of counsel fees from client: otherwise (if the attorney continues to receive payments from client's 3rd party source) no payments shall be due from client due to the representation in question.

Although legal fees are paid to Law Office of Dominick Dale, Esq by third party, the third party is not the 'client' nor employer – as such Law Firm does not maintain an attorney-client relationship with third party. Law Firm's loyalty and duty is to you the Client(s) as identified in the signature section below.

All questions regarding this litigation should be directed at my office and no one else. My office handles all aspects of the litigation. Any settlement questions shall also be directed at my office. You are NOT permitted to seek legal advise from any third party other than my office.

**** Client is responsible for Expert Fee****

3. COSTS AND EXPENSES: All expenses are to be paid by third party during the course of representation throughout the duration of litigation unless separate arrangements are made for expenses required for the instant representation.

4. TERMINATION OF AGREEMENT: Client understands that termination of this contract is reserved by the undersigned attorney for reasons such as: non-payment of fees, costs or expenses when due, lack of communication or cooperation, and subsequent determination of non-merit or personal conflict preventing effective representation. Client also has the right to terminate the agreement at any time for any reason.

5. GUARANTEE OF PROFESSIONAL COMPETENCE: Attorney agrees to use due diligence in furthering Client's best interests under the law. Attorney is liable to Client for Attorney's negligence or incompetence. However, Attorney makes no guarantee of the outcome of the case.

6. CLIENT RESPONSIBILITIES: Client agrees to inform the undersigned Attorney, of any and all address, email, facsimile number, mobile phone number, and other telephone number changes,

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to appear on reasonable notice for appointments and court appearances, and to comply with all requests made by the undersigned attorney in the preparation and presentation of the legal matter(s) in connection with client's case. Client understands that it is his responsibility to contact the undersigned attorney with any questions and concerns relating to the legal matter(s), and to fully cooperate with the Attorney by promptly responding to inquiries and requests that are made

7. **FILING FEES:** Client agrees to pay all filing fees associated with the instant legal representation to the Attorney at the time of filing.

YOU ARE AWARE, HOWEVER, THAT THE LAW FIRM CANNOT WARRANT, PREDICT OR GUARANTY RESULTS OR THE FINAL OUTCOME OF ANY CASE

8. **SIGNATURES:** You and the Firm have read and agreed to this Agreement. The Firm has answered all of your questions and fully explained this **Agreement to your complete satisfaction.** **You have been given a copy of this Agreement**

Your Responsibilities. You must fully cooperate with this Firm and provide all information relevant to the issues involved in this matter. You must also pay all bills as required by the Agreement. If you do not comply with these requirements, the Firm may discontinue its representation of you.

Very truly yours,

DOMINICK DALE, ESQ

Dominick Dale, Esq.
dominick.dale@gmail.com

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STATEMENT OF CLIENTS RIGHTS AND RESPONSIBILITIES

SECTION 1 (a): CLIENT RIGHTS

1. Clients have the right to have their attorneys diligently advocate their interests within the bounds of the law and legal ethics.
2. Clients have the right to have the fee arrangement fully and completely explained prior to entering into any agreement for services.
3. Clients have the right to have a written retainer agreement describing the financial terms of the relationship between the client and the attorney.
4. Clients have the right to refuse to enter into any unacceptable fee arrangement or modification of a fee arrangement.
5. Clients have the right to be provided information as to the attorney(s) who will be primarily responsible for their matter and all other legal staff who will be working on the matter as well as information as to the costs for those individuals.
6. Clients have the right to be provided bills on a regular basis, itemized as to the charges and time spent on each activity.
7. Clients have the right to be informed of and be present at any court proceeding involving their case unless otherwise directed by the court.
8. Clients have the right to be provided copies of all documents presented to the court by any party in their matter unless otherwise ordered by the court.
9. Clients have the right to be afforded reasonable access to their attorneys.
10. Clients have the right to make the final decision as to whether, when, and how to settle their cases and as to economic and other positions to be taken with respect to issues in the case

SECTION 1(b): CLIENT RESPONSIBILITIES

1. Clients shall provide full and accurate information to their attorneys regarding their matter.
2. Clients shall be available to participate in a timely fashion regarding their matter and to respond reasonably to requests from their counsel.
3. Clients shall advise their attorneys promptly of any change in their lives that might reasonably be expected to affect the handling of their matter.
4. Clients shall pay for the legal services rendered on their behalf within the time period set forth in the retainer agreement.

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5. Clients shall be required to review diligently all bills submitted by their attorneys and within a reasonable time to raise any objections regarding billing.

6. Clients shall not take any position in their matter for any improper purpose, such as to delay the proceeding or intentionally to increase the cost to other litigants.

7. Clients shall not seek to use their attorneys for any improper means.

8. Clients must recognize and be responsible for the costs associated with any action initiated or requested by the client.

9. Clients shall provide sufficient time for their attorneys to explain to them the financial costs and other ramifications of a potential action in their matter and reasonably to consider the advice of their attorneys.

I certify that have read the CLIENTS RIGHTS AND RESPONSIBILITIES disclosure and understand my rights and responsibilities as listed in the disclosure.

CLIENT

Date: